

Franklin Co

PPME #2003 (Roads)

7/1/2005 6/30/2008

**EMPLOYMENT AGREEMENT**

**between**

**FRANKLIN COUNTY BOARD OF SUPERVISORS**

**and**

**PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES  
LOCAL UNION 2003, iUPAT  
(ROADWORKERS)**

**July 1, 2005 – June 30, 2008**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	DEFINITIONS	1
2	DISCIPLINE AND DISCHARGE	3
3	GRIEVANCE PROCEDURE	6
4	HOURS OF WORK AND OVERTIME	7
5	LEAVE OF ABSENCE	9
6	HOLIDAYS	11
7	VACATIONS	12
8	SAFETY AND HEALTH	13
9	INSURANCE	14
10	SENIORITY	15
11	JOB CLASSIFICATIONS, WAGES AND COMPENSATION	16
12	DUES DEDUCTION	18
13	DURATION	19
	SIGNATURES	20
	EXHIBIT "A"	21

## **AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between FRANKLIN COUNTY, IOWA, hereinafter referred to as the "Employer," and PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, hereinafter referred to as the "Union" represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, where the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### **ARTICLE 1. DEFINITIONS**

#### **1.01 - Anniversary Date**

The anniversary of the calendar date of the employee's original date of hire by the Employer.

#### **1.02 - Bargaining Unit**

The bargaining unit recognized by the Employer and defined in PERB Case #3706.

**INCLUDED:** All regular full-time employees of the Franklin County Secondary Road Department, including all truck operators; truck operator/equipment operator; truck operator/signs; mechanic and motor grader operator

**EXCLUDED:** Engineer, secretary to County Engineer; maintenance supervisor; road foreman; shop clerk; janitor; engineering technician and all other persons excluded by Section 4 of the Act.

#### **1.03 - Board**

The members of the Franklin County Board of Supervisors.

#### **1.04 - Bulletin Boards**

The Union shall be permitted to post official Union notices on bulletin boards in shops where Unit employees regularly work.

#### **1.05 - County**

Franklin County, Iowa.

#### **1.06 - Fringe Benefits**

Employee compensation other than wages, such as, but not limited to: hospitalization insurance, life insurance, holiday pay, vacation, sick leave,

personal leave, jury leave, emergency leave, military leave, injury leave, and disability leave.

1.07 - **Full-Time Employee**

Any employee working forty (40) hours per week on a regularly scheduled basis.

1.08 - **Gender**

Employees may occasionally be referred to as "he" or "his" in the Agreement. Such designations are for convenience only as all references to employee are intended and do apply to employees of both gender.

1.09 - **Immediate Family**

Includes: mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-children, grandparent, grandchild, son-in-law, daughter-in-law, and adopted children.

1 10 - **Part-Time Employee**

An employee who works less than forty (40) hours per week and is not classified as a temporary employee as hereinafter defined is a part-time employee. Part-time employees working at least twenty (20) hours per week on a regular basis shall be granted the same benefits as full-time employees, but shall receive benefits at one-half the rate of full-time employees. Part-time employees who work less than twenty (20) hours per week on a regular basis shall not be entitled to any benefits of this contract unless specifically stated.

1 11 - **PERB**

The Iowa Public Employment Relations Board.

1 12 - **Probationary Employee**

Each new employee shall be considered to be on probation for a period of one hundred twenty (120) days or the date the employee receives a CDL, whichever occurs last. The new employee may be terminated for any reason during the probationary period and shall have no right to recourse through the Grievance Procedure. Probationary employees shall receive the same fringe benefits as full-time employees, except that coverage through the group health insurance shall begin at the first available date for enrollment. The Employer and the Union may mutually agree to extend the probationary period. Such mutual agreement shall be in writing and executed by the Union Business Agent.

1 13 - Temporary Employee

Persons employed in a temporary vacancy for a period of four (4) months or less shall be considered temporary employees and are not considered members of the bargaining unit. A temporary employee shall become a probationary employee upon four (4) months and one (1) day within a job classification and time worked as a temporary employee shall be credited towards completion of the probationary period.

1 14 - Visitation

The Business Representative of the Union who has been previously identified by the Union to the County Engineer, or his/her designated representatives, after obtaining permission from the County Engineer or his/her designated representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union Representative is not to interfere with the County's operation.

**ARTICLE 2: DISCIPLINE AND DISCHARGE**

2.01 - County Policy and Work Rules

It is the responsibility of every employee to follow the prescribed rules, policies and procedures as outlined in this general policy statement, as well as specific rules, policies and procedures as outlined by the individual's supervisor. It is the responsibility of the supervisor to insure that the provisions of this Article and the specified rules, policies and procedures are adhered to and that each employee is provided with a copy of all rules, policies and procedures for their respective department. Said rules, policies and procedures and changes thereof will be sent to the Union Representative and stewards two (2) weeks prior to the effective date.

It shall be the responsibility of the supervisor to insure that discipline is maintained. It shall be recognized by each supervisor, whenever disciplinary action is undertaken, it shall be in a corrective manner rather than in a punitive manner. Consistent with this attitude, disciplinary action shall be undertaken with the premise of retaining the employee in his/her position. However, it is recognized that not all employees will learn from disciplinary action and/or correct work habits which are not considered to be acceptable. It shall be recognized that the supervisor will apply the disciplinary standards in a fair and impartial manner toward each and every employee.

2.02 - Disciplinary Action - Notice Required

Any disciplinary action taken by the County shall be taken for just cause. Whenever employee performance falls below accepted standards, or whenever an employee is guilty of misconduct or disobedience or whenever an employee is guilty of an infraction of any rule of conduct, his/her supervisor shall inform the

employee promptly and specifically of the alleged violation. Depending upon the severity thereof, and the history of similar and/or past offenses, any one or more of the following actions, if appropriate, may be taken by the supervisors.

**A. Oral Warning**

For a first offense, an oral warning shall be given to the employee and the nature of the warning, thereafter, reduced to written form, signed by the supervisor and employee, and placed in the employee's personnel folder. The required signature of the employee on the written form is merely an acknowledgment of the receipt of the document and shall not be construed as an admission of guilt, or an admission that the allegations contained in the written form are true. A copy of the written form shall be delivered to the employee, and a copy shall be forwarded to the Union. The written form in the employee's personnel file reporting the giving of an oral warning shall remain in the employee's active file for a period of one (1) year, during which time it can form the basis for additional and further action by the County. Following the expiration of a one (1) year period of time from the date on which the oral warning was given, the written record thereof shall be transferred to an inactive portion of the employee file, and the information contained therein shall be released, if at all, only with employee's authority and/or request.

**B. Written Warning – Suspension**

Following the oral warning, a reasonable time for improvement and correction will be allowed before any further disciplinary action is initiated. When an oral warning has not resulted in corrected behavior, a written warning shall be delivered to the employee, a copy thereof to be forwarded to the Union, and a final copy to be placed in the employee's personnel folder. Upon issuance of the second written warning, the employee's supervisor may suspend an employee without pay for a period not to exceed ten (10) working days. Written warning so issued shall expire at the end of the one (1) year, and upon the expiration of the one (1) year period, the written warning shall be removed from the active portion of the employee's personnel folder and placed in the inactive portion of the employee's folder, with the information contained therein not be released unless authorized and/or requested by the employee.

**C. Discharge**

Following the issuance of a written warning, a reasonable time for improvement or correction will be allowed before any disciplinary action is initiated; however, when a written warning has not resulted in corrected behavior, the supervisor shall have the option to terminate the employment relationship with the involved employee. Notice of termination shall be sufficient if in writing, stating the reason therefore, a copy thereof being delivered to the employee, the Union and also placed in the employee's personnel folder

#### **2.03 - Disciplinary Action – No Notice Required**

An employee may be discharged without notice or warning, written or oral, immediately, for any one or more of the following:

- A. Failure to report for his/her employment for a period of two (2) consecutive days without satisfactory explanation and advance notice to the County;
- B. Possession, consumption/use of intoxicants/non-prescription controlled substances, before and/or during duty hours;
- C. Theft or dishonesty;
- D. Insubordination;
- E. Gross negligence resulting in willful destruction of property;
- F. Disorderly conduct;
- G. Falsification of records;
- H. Failure to report for duty without a bona fide reason;
- I. Negligent of duty;
- J. Unprovoked assault on the employee's supervisor or County representative during working hours;
- K. Punching the time clock card of another employee, or the unauthorized completion of a time slip of another employee; or
- L. Carrying unauthorized persons in County vehicles.

#### **2.04 - Presence of Representative**

The County agrees an employee may be represented during any conference in which disciplinary action is contemplated by the representative of the employee's choice. In addition, the Union may be represented at such conference, as well, in the event that the employee shall so request, and in advance of the conference, shall be allowed to confer with the employee. The scheduled conference shall not be delayed, unreasonably, by virtue of the employee's request for a representative's presence.

#### **2.05 - Appeal**

Any employee who feels they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in Article 3 – Grievance Procedure of this Agreement.

#### **2.06 - Voluntary Termination**

An employee who voluntarily terminates employment shall give fourteen (14) days notice in writing prior to leaving County employment in order to be eligible for any vacation time he/she shall have accrued. Failure to give official notice will result in the forfeiture of accrued vacation. The fourteen (14) day notice may be waived by the Employer.



### ARTICLE 3: GRIEVANCE PROCEDURE

#### 3.01 - Grievance Steps

Any employee or group of employees who feel they have not been fairly treated in keeping with the policies of the County shall first discuss the problem with their immediate supervisor. If the problem is not settled to the employee's satisfaction, the following procedures shall be used:

**Step 1**           The employee shall, within three (3) working days of the date of the grievance present the grievance in writing to the County Engineer or his/her designee specifying the specific provision of this Agreement that the employee feels has been violated. The County Engineer or his/her designee shall reply in writing within three (3) working days of the receipt of the grievance, informing the employee of his/her decision.

**Step 2:**           In the event that the supervisor's decision is not satisfactory to the employee, the employee may, within five (5) working days, present the grievance in writing to the Board of Supervisors. The Board of Supervisors shall review the dispute and where warranted, meet in executive session within ten (10) working days with the parties to the dispute and witnesses called by either party. A written reply to the employee shall be issued within ten (10) working days after the hearing.

**Step 3:**           In the event that the grievance remains unresolved after completion of Step 2, the employee and/or the Union shall forward to the County Engineer and Chairman of the Franklin County Board of Supervisors, written notice of the intention to proceed to arbitration. Such notice shall be forwarded within ten (10) calendar days following the date of the decision in Step 2 or a failure to timely respond with respect to the grievance.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other

**Step 4:**           The arbitrator, who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:

- a. **By Agreement.**   The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator
- b. **By Lot.**       In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) days after receipt of the names of such panel, representatives of the parties shall meet and each party shall alternately

strike a name from the list of nominees until one (1) remains. The arbitrator so selected shall be informed of this selection by the parties.

- c. **Cost.** The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the County and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

### 3.02 - **Arbitrator's Jurisdiction**

The decision of the arbitrator on the issue presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to the matter that the laws of the State of Iowa require to be resolved otherwise.

### 3.03 - **Arbitration Procedures**

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit his/her decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be.

### 3.04 - **Employee Representation**

An aggrieved person(s) shall have the right to be represented at all levels of the Grievance Procedure by a representative of their choice. In addition, and if not chosen by the employee(s), the Union shall be entitled to participate at any and all stages of the Grievance Procedure.

## **ARTICLE 4: HOURS OF WORK AND OVERTIME**

### 4.01 - **Workweek**

The workweek for the purposes of computing weekly overtime pay will begin at 12:01 a.m. on Sunday.

### 4.02 - **Schedule**

Except as hereinafter provided, the regular workday normally consists of eight (8) work hours, and the regular workweek normally consists of forty (40) hours of five (5) consecutive regular workdays, Monday through Friday. Starting and ending hours of work shall be determined by the County and posted.

The regular workday and the regular workweek shall not be construed as a guarantee of any number of hours of work per day or per week, or as a limitation of the number of hours per day or per week which the County may schedule. If the starting or quitting times are changed, a ten (10) working day notice is required to be given to all shops.

#### 4.03 - **Overtime**

Overtime shall be paid at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate for hours worked in excess of forty (40) hours in any workweek. Work performed on Saturday and Sunday will be paid for at the rate of time and one-half (1 1/2) the employee's straight-time rate. Overtime shall not be paid more than once for the same hours worked. All time paid, such as sick leave, vacation, holidays, jury duty, military leave, and funeral leave will count as time worked for the purpose of computing overtime.

In the distribution of overtime, the Employer will try to apportion such overtime as has to be worked as equally as possible among the qualified employees in the Labor Grade who would normally perform the work if it were done during the regular working hours.

#### 4.04 - **Compensatory Time**

Employees may elect to convert overtime compensation to compensatory time off at the rate of one and one-half (1 1/2) hours of compensatory time for one (1) hour of overtime worked. The use of compensatory time off shall be scheduled with the employee's supervisor's permission. Except for emergencies, one (1) posted workweek's notice shall be given for requests of three (3) or more consecutive workdays, and a minimum of a four (4) hour notice for requests of two (2) posted workdays or less. Employees may accumulate and carry over from year to year up to two hundred forty (240) hours of compensatory time. Compensatory time shall be taken in minimum increments of one (1) hour.

#### 4.05 - **Meal Periods**

The Employer shall grant without pay, a meal period for all employees.

Meal periods will be as near to the middle of the shift as possible.

#### 4.06 - **Break Periods**

The Employer shall grant with pay two (2) rest periods of fifteen (15) minutes duration. Each break period will be as near to the middle of the first and second half of the shift as possible.

## **ARTICLE 5: LEAVE OF ABSENCE**

### **5.01 - Sick Leave: Accumulation**

Full-time employees shall be credited sick leave of eighteen (18) days (144 hours sick leave per year) which accrues at 5.538 hours every two (2) weeks. Sick leave may accumulate to a maximum of 112 1/2 days (900 hours).

### **5.02 - Sick Leave: Verification**

Sick leave is paid at one hundred percent (100%) of the regular day's pay for the first two (2) days of an absence. After two (2) days, sick leave is paid at one hundred percent (100%) of the regular day's pay with a doctor's statement. If no statement is presented, sick leave over two (2) consecutive days is reduced to the rate of seventy-five percent (75%) of the regular day's pay. During an extended absence due to illness or injury, a doctor's statement will be required at thirty (30) day intervals.

### **5.03 - Sick Leave: Notification**

When absences due to sickness are necessitated, the employee shall notify the supervisor prior to the beginning of his/her scheduled reporting time. Failure to do so without a bona fide reason shall result in the employee being considered absent without leave, and subject to disciplinary action.

### **5.04 - Funeral Leave: Eligibility**

Each regular full-time employee shall be eligible for a paid leave of absence for a death in the immediate family.

### **5.05 - Funeral Leave: Length of Leave**

- A. Spouse or child: Five (5) days
- B. Other members of immediate family as defined in Article 1.09: Three (3) days

### **5.06 - Funeral Leave: Administration**

Only days absent which would have been compensable workdays will be paid. No payment will be made during vacations, holidays, layoffs, or leaves of absence. Payment will be made on the basis of the employee's normal workday's pay. The employee must attend the funeral to qualify for funeral leave pay.

### **5.07 - Jury Duty Leave**

Any full-time employee who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty.

Compensation received by the employee from the Court will be turned over to the Auditor, with the exception of meal or travel expenses incurred by the employee.

**5.08 - Unpaid Leave**

The County Engineer may grant an unpaid leave not to exceed six (6) months duration to any employee who needs the time for personal reasons. During an unpaid leave, an employee:

- a. Receives no compensation.
- b. Does not earn vacation or sick leave.
- c. Does not collect sick leave benefits.
- d. Does not contribute to retirement programs.
- e. Must reimburse the Employer for all group hospital and medical insurance premiums while on unpaid leave if coverage is desired to be continued.
- f. Must reimburse the Employer for all coverage under group life and disability insurance, if coverage is desired to be continued.

**5.09 - Personal Leave**

Full-time employees shall be entitled to three (3) days [twenty-four (24) hours] personal leave annually. Personal leave may be taken in minimum increments of one (1) hour. Scheduling of this leave is subject to the approval of the County Engineer, or his/her designee, which shall not be unreasonably withheld. Employees shall give as much prior notification as possible with a general reason for the request. This includes, but is not limited to, medical and dental appointments, acting as pallbearers, and attending to the employee's immediate family serious illness.

**5.10 - Disability/Injury Leave**

Employees on leave of absence due to an injury covered by the worker's compensation may elect to supplement the worker's compensation benefits with accrued sick leave, vacation, compensatory time and personal leave. Such supplement shall not result in the employee receiving more than the employee's regular rate of pay.

**5.11 - Family Illness/Emergency Leave**

Employees may use up to seven (7) working days of accrued sick leave per contract year when a member of the immediate family is ill.

## **ARTICLE 6: HOLIDAYS**

### **6.01 - Eligibility for Holiday Pay**

An employee shall forfeit the right to payment for any holiday if there is an unexcused absence on the workday immediately preceding or following such holiday.

### **6.02 - Holiday During Vacation**

An employee shall be entitled to an additional vacation day when a holiday occurs during their time off work due to vacation.

### **6.03 - Day of Celebration**

If a holiday enumerated in this section falls on Saturday, the preceding Friday shall be granted. If a holiday enumerated in this section falls on Sunday, the following Monday shall be granted.

### **6.04 - Attendance at Religious Services**

Offices will not be closed on Good Friday; however, employees will be allowed paid leave to attend church services. Equal consideration will be given to all faiths as their religious holidays occur during the year.

### **6.05- Designated Holidays**

All employees are eligible for the following paid holidays:

- 1 One-half day New Year's Eve
2. New Year's Day
3. Designated President's Day
4. Designated Memorial Day
5. Independence day
6. Labor Day
- 7 Veteran's Day
8. Thanksgiving Day
9. Friday following Thanksgiving Day
10. One-half day Christmas Eve
- 11 Christmas Day
12. One floating holiday designated by the employee

The floating holiday shall be scheduled by mutual agreement between the employee and the Employer. No more than two (2) employees shall use a floating holiday at the same time.

Requests for a floating holiday must be submitted to the County Engineer or his/her designee a minimum of one (1) week in advance. If the employee is required to work that day, he/she may select another day.

**6.06- Pay for Holidays and Work on Holidays**

The regular full-time employees shall be paid for each of the holidays set forth above occurring during the period in which he/she is actively at work. Employees who are scheduled to work on any of the recognized holidays enumerated in this Article shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked, plus the paid holiday at the straight time rate. An employee required to work on a floating holiday designated by the employee shall be paid at their regular rate of pay and allowed to reschedule the floating holiday.

**ARTICLE 7- VACATIONS**

**7.01 - Eligibility**

Full-time and part-time employees shall be entitled to paid vacation on the following basis:

<u>Years of Continuous Service</u>	<u>Vacation Time</u>
Completion of one (1) year	Five (5) working days
Completion of two (2) years	Ten (10) working days
Completion of eight (8) years	Fifteen (15) working days
Completion of fifteen (15) years	Twenty (20) working days
Completion of twenty (20) years	Twenty-five (25) working days
Completion of twenty-five (25) years	Thirty (30) working days

Vacation shall be computed on the employee's anniversary date and shall accrue during each pay period.

**7.02 - Vacation Selection and Scheduling**

Vacation selection by the employee(s) shall be granted on a first-come, first-serve basis, meaning that the first employee to request time off on a particular date shall be considered to have a priority for that date of the requested time off. The County Engineer, or his/her designee, shall have control of vacation scheduling. Except for emergencies, one (1) posted workweek's notice shall be given for requests of three (3) or more consecutive workdays, and a minimum of four (4) hours notice for requests of two (2) posted workdays or less. Vacation can be taken in minimum increments of one (1) hour.

**7.03 - Vacation Bank**

An employee may carry over or "bank" vacation in an amount not to exceed two (2) years of vacation the employee is entitled to at that time. For example, an

employee that has fifteen (15) years of continuous service can carry over or "bank" forty (40) working days.

**7.04 - Holiday Pay on Vacation**

In the event that paid holiday falls during an employee's vacation period, the employee shall be entitled to one (1) extra day of vacation with pay to be taken on a date selected by the employee, subject to approval of the Employer.

**7.05 - Vacation Benefits on Death or Termination**

All accumulated vacation benefits shall be paid to the employee, their spouse or estate. Employees discharged for cause or who quit without giving a minimum of fourteen (14) calendar days' advance notice to the Employer shall forfeit vacation pay, unless the fourteen (14) days' notice is waived.

**ARTICLE 8: SAFETY AND HEALTH**

**8.01 - Physical Exams**

The Employer may require an employee who has a potential medical problem that could be aggravated by employment to have a physical examination by the designated County physician at the Employer's expense. The employee is entitled to a report of this examination. If there is a conflict between the Employer's physician and the employee's physician as to the ability of the employee to perform his or her job, the two (2) physicians shall choose a third physician who will make a final determination. If the two (2) physicians fail to choose a third physician, then the employee shall choose a third physician to make the final determination. If the third physician determines the employee is not able to perform the job, the employee will not be allowed to return to work until such time as he/she passes the examination. If the third physician determines the employee is able to perform his or her job, the employee shall be immediately allowed to return to work and shall be compensated for any lost workdays. The cost of the third physician shall be paid by the County. In the event it is necessary for the Employer to schedule such examination during the employee's regular working hours, the employee will be compensated by the Employer at his/her straight hourly rate of pay for the time lost. No sick leave hours will be deducted from the employee's account. If travel and lodging is required for the opinion of the third physician and the decision of the employee's physician is sustained, the County will reimburse the employee for those costs. If the position of the employee's physician is not sustained, and the position of the County's physician is sustained, the employee will pay the cost himself/herself.

**8.02 - Safety/Work-Related Items**

The Employer shall provide each employee with the sum of one hundred fifty dollars (\$150.00) per fiscal year to be used for safety boots, eye examinations,



safety glasses, leather gloves, and other work-related clothing. This account may be allowed to accumulate to a maximum of three hundred dollars (\$300.00).

## **ARTICLE 9: INSURANCE**

### **9.01 - Health Insurance**

Effective July 1, 2005, the Employer will provide permanent full-time employees and their dependents health insurance coverage. The employee shall pay forty-eight dollars (\$48.00) per month towards the dependent coverage. The Employer shall pay one hundred percent (100%) of the single premium and one hundred percent (100%) of the dependent premium minus the employee's contribution for dependent coverage as hereinbefore stated. The premiums for health insurance are on a July 1- June 30 fiscal year basis, and the Employer is responsible for any premium increases for that period. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. The Employer agrees to maintain benefits comparable to the Wellmark AH3-QTN Plan.

#### **Franklin County Health Care Comprehensive Major Medical Program Structure**

Effective July 1, 2005, employees will be responsible for two hundred dollars (\$200.00) deductible for single or four hundred dollars (\$400.00) deductible for family medical expenses. The remainder of out-of-pocket expenses will be paid by the County (\$800 single; \$1600 family). Employees will be responsible for co-pays etc. as specified in the Plan.

Effective July 1, 2006, employees will be responsible for three hundred dollars (\$300.00) deductible for single or six hundred dollars (\$600.00) deductible for family medical expenses. The remainder of out-of-pocket expenses will be paid by the County (\$700 single; \$1400 family). Employees will be responsible for co-pays etc. as specified in the Plan.

Effective July 1, 2007, employees will be responsible for the full deductible of five hundred dollars (\$500.00) for single or one thousand dollars (\$1,000.00) for family medical expenses and the full out-of-pocket expenses of one thousand dollars (\$1,000.00) for single and two thousand dollars (\$2,000.00) for family, co-insurance, co-pays, etc. of the Plan. There will be no self-funding of any health care expenses.

An employee whose spouse is also employed by the Employer, shall not be responsible for any contribution toward the purchase of dependent insurance.

### **9.02 - Life Insurance**

The Employer agrees to provide fifteen thousand dollars (\$15,000.00) life insurance coverage for each permanent full-time employee.

## **ARTICLE 10: SENIORITY**

### **10.01 - Seniority Definition**

Seniority means an employee's length of continuous service with the County since their last date of hire (except for those employees indicated with a single asterisk in Exhibit A) for purposes of Article 10.03 and 10.04. Seniority shall be administered on a Bargaining Unit basis.

### **10.02 - Notice to Union**

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days after its execution, and the steward shall receive notice when the employees are to be laid off or recalled.

### **10.03 - Bidding**

New job openings will be posted for six (6) working days after the payroll issue date. Job postings will be posted at the two (2) Hampton sheds and will be mailed or delivered to the employees assigned to the out-sheds when their payroll checks are either mailed to them or picked up by the employee. A copy of all job postings shall be mailed to the person designated as the Union's Business representative.

In determining the successful applicant, bargaining unit seniority and qualifications shall be considered. Where qualifications are equal, bargaining unit seniority shall govern.

An employee bidding into a different classification shall be given up to thirty (30) working days to satisfactorily perform the job. During the thirty (30) working day trial period, the employee shall receive actual training directly related to the work on the job. If such employee fails to satisfactorily perform the job within said period, he/she shall be returned to his/her former position.

Notification shall be given to all unsuccessful unit applicants by the County Engineer within five (5) working days following a selection of the decision to reject all bidders. Applicants from outside of the unit may be considered by the Employer after said notifications are provided to those applicants from the bargaining unit.

### **10.04 - Layoff**

In the event of a layoff, temporary and part-time employees shall be laid off first and shall have no recall rights. Layoff of regular full-time employees shall be made on a seniority basis within the Labor Grade as set out in this Agreement. Employees shall be recalled in inverse order of layoff and shall be notified in person or by certified mail, return receipt requested, sent to the employee's last known mailing address. It shall be the employee's responsibility to notify the Employer of any change in mailing address. If the employee fails to return to work within five

(5) working days, their seniority will be terminated. Employees laid off more than one (1) year shall lose all seniority and recall rights.

#### 10.05 - Loss of Seniority

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits.
- B. Employee is discharged for proper cause.
- C. Engaging in other work without prior approval while on leave of absence, or giving false reason for obtaining leave of absence.
- D. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to give notice.
- E. Failure to report for work upon expiration of a leave of absence.
- F. Failure to report for work within five (5) working days after being notified to return following layoff when notice is given as provided in 10.04 above.
- G. When continuous period of layoff exceeds one (1) year
- H. Employee retires.

It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.

#### 10.06 - Temporary Transfers

Temporary assignments of thirty (30) working days or less shall not be subject to the seniority provisions of this Agreement.

### **ARTICLE 11    JOB CLASSIFICATIONS, WAGES AND COMPENSATION**

#### 11.01 - Labor Grades

For the purpose of the administration of this Contract, the employees within the Bargaining Unit shall be divided into the following Labor Grades:

##### **A.    Probationary Employees – New Hires**

Any newly hired employee shall remain a probationary employee for a period of one hundred twenty (120) days or the date the employee receives a CDL,

whichever occurs last. All probationary employees shall be compensated at a rate per hour which is ninety percent (90%) of the rate of pay for the Labor Grade in which the employee was hired. Upon satisfactory completion of the probationary period, employees will be paid ninety-five percent (95%) of the rate of pay for the appropriate Labor Grade. Upon one (1) year of service, the employees will receive the regular rate of pay for the Labor Grade in which they were hired.

**B. General Maintenance Labor Grade**

This Labor Grade includes the job classifications of:

General Labor	Excavator Operator
Truck Operator	Dozer Operator
Motorgrader Operator	Dragline Operator
Backhoe Operator	Sign Truck Operator
Crewleader	

Employees operating the excavator and dragline shall be paid a forty-five cent (\$.45) per hour premium for all hours of operation, including maintenance time.

Employees operating the dozer shall be paid a twenty-five cent (\$.25) per hour premium for all hours of operation, including maintenance time.

Employees operating the backhoe shall be paid a ten cent (\$.10) per hour premium for all hours of operation, including maintenance time.

Employees operating the sign truck shall be paid a ten cent (\$.10) per hour premium for all hours of operation, including maintenance time.

The Employer may temporarily assign employees to various job classifications within this Labor Grade.

**C. Mechanic Labor Grade**

This Labor Grade includes the job classification of mechanic.

**11.02 - Wage Rates**

Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference as though fully set forth.

An employee temporarily or permanently assigned to operate and maintain equipment in a job classification in a higher Labor Grade will be paid the higher hourly rate of his/her new job classification; and if temporarily assigned to operate

## **ARTICLE 13: DURATION**

### **13.01 - Term**

This Agreement shall be in full force and effect from the first (1<sup>st</sup>) day of July, 2005, through and including the thirtieth (30<sup>th</sup>) day of June, 2008, and shall continue in full force and effect from year to year thereafter, unless either party shall give notice as hereinafter provided.

### **13.02 - Notice**

Notice, to be effective for purposes of reopening this Agreement, shall be given by one party to the other on or before the fifteenth (15<sup>th</sup>) day of October in each year preceding the expiration date of this Agreement, or any extension thereof, and shall include therein a statement of the intention of the party to amend, modify, or change this Agreement.

Notice to Union:           Lacey Jilek, Field Representative  
                                  PPME Local 2003  
                                  1315 E. 33<sup>rd</sup> Court  
                                  Des Moines, IA 50317

Notice to Employer:       Chairperson, Board of Supervisors  
                                  Franklin County Courthouse  
                                  PO Box 26  
                                  Hampton, IA 50441

                                  Larry Roehl  
                                  County Engineer  
                                  1341 Olive Ave.  
                                  PO Box 118  
                                  Hampton, IA 50441

### **13.03 - Separability and Savings**

If any Article or Section of this Agreement or any Addendum thereto, should be held invalid by operation of law, or by any court or agency of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or agency, the remainder of this Agreement, and all Addendums thereto, shall not be affected thereby, and the remainder of this Agreement, and any Addendums attached thereto, shall remain in full force and effect for the life of this Agreement.

13.04 - **Waiver**

No waiver or variation of the terms of this Agreement shall be made in this Agreement by any County representative, or any individual employee or group of employees unless the waiver or variation is made with the full knowledge, sanction, and consent of the County and the Union. Further, any unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions included therein.

**IN WITNESS WHEREOF**, this Agreement has been agreed to and executed by both parties on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**FRANKLIN COUNTY, IOWA**

By: Renee Van Bokern  
Chief Negotiator

By: Jerry J. Slagge  
Board of Supervisors

By: Cory Eberling  
Board of Supervisors

By: Michael Nolte  
Board of Supervisors

**EMPLOYER**

**PUBLIC, PROFESSIONAL AND  
MAINTENANCE EMPLOYEES,  
LOCAL UNION NO. 2003**

By: James Olek  
Business Representative

By: Marcus L. Cerwinse  
Employee

By: Annis A. Lamberton  
Employee

By: Tom J. Gandy  
Employee

**UNION**

# EXHIBIT "A"

	July 1, 2005 Through <u>June 30, 2006</u>	July 1, 2006 Through <u>June 30, 2007</u>	July 1, 2007 Through <u>June 30, 2008</u>
Probationary, 0-4 months	90%	90%	90%
New Employees, 5-12 months	95%	95%	95%
General Maintenance Labor Grade	\$15.32	\$15.87	\$16.47
Mechanic Labor Grade	\$15.67	\$16.22	\$16.82
General Maintenance/Crew Leader	\$15.92	\$16.47	\$17.07

  

<u>Employee Name</u>	<u>Labor Grade</u>	<u>Job Classification</u>	<u>Date of Hire</u>
Anderson, T	Genrl Maint	Motorgrader Operator	09-07-00
Becker, R	Genrl Maint	Truck Operator/Signs	05-04-98
Cerwinske, M.	Mechanic	Mechanic	03-14-88
Chaney, C.	Genrl Maint	Truck Operator	08-07-98
Hamm, C. E.	Genrl Maint	Truck Oper/Excavator/Crew Leader	06-01-87
Husted, R.	Genrl Maint	Motorgrader Operator	03-24-75
Johnson, L.	Genrl Maint	Motorgrader Operator	11-18-96
Juhl, D.	Genrl Maint	Truck Operator	07-12-99
Keehn, M.	Genrl Maint	Truck Operator/Backhoe	11-02-92
Kloetzer, R. K.	Genrl Maint	Truck Operator	06-17-91
Kloetzer, T	Genrl Maint	Motorgrader Operator	04-09-01
Koenen, D.	Genrl Maint	Motorgrader Operator	09-18-89
Lambertsen, D.	Genrl Maint	Truck Oper/Backhoe	*07-01-94
Leedom, D.	Mechanic	Mechanic	10-31-77
Norem, D.	Genrl Maint	Truck Oper/Dozer	01-16-73
Norman, D. W.	Genrl Maint	Motorgrader Operator	06-03-91
Riggins, W.	Genrl Maint	Motorgrader Operator	07-16-01
Schleisman, J. A.	Genrl Maint	Truck Operator	12-30-96
Schriever, R.	Genrl Maint	Motorgrader Operator	06-01-70
Silver, R.	Genrl Maint	Truck Oper/Dragline	12-19-68
Sorenson,, L.	Genrl Maint	Truck Operator	10-27-97
Speedy, T	Genrl Maint	Motorgrader Operator	05-17-93
Warwick, J.	Genrl Maint	Motorgrader Operator	03-20-78
Wikert, S.	Genrl Maint	Motorgrader Operator	09-07-00
Woodley, G.	Genrl Maint	Motorgrader Operator	*07-01-04

- \* Dennis Lambertsen was formerly landfill employee and his original date of hire as employee of Franklin County were July 18, 1988, and that will be his seniority date for all purposes except for bidding and layoff, which will be July 1, 1994, respectively. Gary Woodley was formerly employed by Franklin County in a management position. His original date of hire with the County which was May 8, 1967, will be his seniority date for all purposes except for bidding and layoff, which will be July 1, 2004.